



**ARTICULATION AGREEMENT BETWEEN PAWNEE NATION COLLEGE  
AND BACONE COLLEGE**

**FOR JOINT EDUCATIONAL PROGRAMS AND STUDENT SERVICES FOR THE 2010-2011  
ACADEMIC YEAR**

This agreement is made by and between the PAWNEE NATION COLLEGE (hereinafter called the "PNC") and BACONE COLLEGE (hereinafter called "BC").

Further, this agreement is entered into freely and with joint benefits to each institution for the purpose of providing educational opportunities that meet the cultural and educational needs of the Pawnee Nation, other surrounding Indian nations, and all those who have the desire and ability to learn in the surrounding area. With the establishment of this agreement between these institutions, opportunities are put in place that will allow students to seek out areas of study that foster cultural, community, and individual edification. In addition, this agreement will allow each institution to realize their autonomously held missions.

Whereas, BC is fully accredited with the North Central Association's Higher Learning Commission (HLC), and

Whereas, BC, through its Board of Trustees, is empowered and authorized to contract, employ faculty and staff, and provide accredited educational course credits and/or programs pursuant to HLC standards, and is fully responsible for any activities conducted in its name, and

Whereas, the PNC, through its Board of Trustees and through the authority of the Pawnee Business Council of the Pawnee Nation of Oklahoma, is empowered and authorized to enter into, make, perform, and carry out contracts pursuant to Article VIII., Sect. 4 of the College's Articles of Incorporation, and

Whereas, this agreement furthers the public interest of the Pawnee Nation, other Indian nations in Oklahoma and elsewhere by establishing educational opportunities for students at the PNC to enroll in college-level courses and to pursue academic degrees and/or training certificates, and

Whereas, the PNC and BC desire to enter into a cooperative agreement for the implementation and administration of higher educational programs;

Now, therefore, in consideration of the terms detailed herein, the PNC and BC do hereby agree as follows:

**Article 1. Purpose**

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The purpose of this articulation agreement is to establish each institution's specific responsibilities and rights regarding higher educational programs which are to be transcribed by BC and offered to students who are dually-enrolled at PNC and BC and taking cross-listed courses.

The further purpose of this agreement is to secure BC's support of PNC's efforts to attain candidacy status for accreditation with the HLC.

The further purpose of this agreement will provide direction following the attainment of this status by PNC. At that time BC shall take appropriate steps to facilitate the transition of its responsibilities over admissions, enrollment, student services, curriculum, and instructional design from BC to the PNC.

The further purpose of this agreement, following PNC's attainment of accredited status with the Higher Learning Commission, will be to provide a framework upon which PNC and BC shall work together to establish a new agreement that will provide for the possible articulation of PNC students to BC's 4-year degree programs that would benefit these students.

## **Article 2. Obligations of BACONE College**

BC agrees to:

- A. Work cooperatively with the PNC toward achieving Higher Learning Commission of the North Central Association of Colleges and Schools accreditation of the PNC as an independent tribal college.
- B. Provide technical assistance and training to appropriate PNC staff in order to assist PNC in its efforts to seek this accreditation.
- C. Approve PNC faculty as BC Adjuncts upon recommendation from the PNC President or PNC Chief Academic Officer. Such approval shall be provided following subject to review and approval by BC of the recommended adjunct's CV based on BC standards, as established by faculty and HLC standards, for all courses which are cross-listed and offered by PNC.
- D. Cross-list courses subject to the regular curriculum review process at BC.
- E. Dually enroll students presented by PNC who meet the admissions standards set by BC.
- F. Provide financial aid counseling and access to state aid and federal Title IV funding for dually-enrolled students as allowed by state and federal regulations.
- G. Transcribe the cross-listed courses as defined in this agreement.
- H. Appoint a liaison to PNC to meet regularly with the PNC liaison.
- I. Provide dually-enrolled students at PNC with an American Indian Student Program, which reflects the same type of curriculum offered at BC through the Center for American Indians at Bacone College.
- J. Collect tuition and fees from dually-enrolled students and provide revenue sharing as defined in this agreement based on collected tuition and fees.
- K. Be responsible for the compensation of all staff and faculty of BC including benefits.
- L. Identify an appropriate status for a PNC representative to BC Board of Trustees.
- M. Provide access to all library services, including on-line resources, to dually-enrolled students.
- N. Become familiar with PNC's institutional Catalog and Faculty, Staff, and Student Handbooks.
- O. BC understands that it bears the responsibility to assure the various constituencies benefiting from this agreement that it alone is the accredited partner in this agreement and that PNC, currently, is not allowed to claim or imply any accredited status with the Higher Learning Commission.
- P. As the accredited partner, BC understands its responsibility to be knowledgeable of and to make sure that the current policies of the Higher Learning Commission pertaining to agreements between accredited and non-accredited institutions are carefully followed.



- Q. Through the PNC curricula, faculty hiring procedures, placement testing, instructional activities, student assessment, instructional assessment, BC will assure that the PNC is meeting or exceeding standard practices that align with the Higher Learning Commission's expectations.
- R. BC will accept transfer credits from other Oklahoma institutions of higher learning that PNC students have completed in good standing and that apply toward an associate's degree.
- S. Because the PNC is an "open admissions" institution, which is in keeping with many other tribal colleges and with many other community colleges, BC will provide special status equal to BC premaster to PNC students who do not meet BC standard admissions requirements.
- T. BC, with cooperation from PNC, will create and submit a proposal to HLC for the establishment of a BC degree site at PNC in American Indian Studies. Following its approval, BC will continue to work with PNC in exploring other student needs that warrant the possible development of additional degree sites at the PNC location.

### Article 3. Obligations of the Pawnee Nation College

PNC agrees to:

- A. Enroll dually-enrolled students in accordance with BC policies.
- B. Provide appropriate and adequate classroom space for cross-listed courses and programs offered under this agreement.
- C. Provide academically rigorous coursework for all courses offered at PNC that are cross-listed at BC meeting standards set by BC faculty and the HLC.
- D. Submit new curricula, not currently offered by BC, to the regular curriculum review process at BC for approval prior to offering said courses or degrees being offered for credit.
- E. Abide by and enforce all federal Title IV compliance policies during the term of the agreement.
- F. Employ only faculty who meet the faculty standards at BC for courses which are cross-listed with BC.
- G. Appoint a liaison to BC to meet regularly with the BC liaison.
- H. Enforce all BC stated policies in the Faculty, Policy and Student Handbooks, and institutional Catalog as they relate to the cross-listed courses.
- I. Be responsible for the compensation of all staff and faculty of PNC including benefits.
- J. Identify an appropriate status for a BC representative to the PNC Board of Trustees.
- L. The PNC will facilitate its hiring procedure for employing faculty, which requires that all faculty have an appropriate degree from an accredited institution of higher learning and will teach only in those areas for which the instructor is credentialed or qualified as evidenced through previous teaching or professional experience.

### Article 4. Joint Obligations of the COLLEGE and BACONE

PNC and BC agree to:

- A. Design and implement a dual transcript that includes the seals of both the PNC and BC on the same transcript, until such time as the PNC achieves accreditation as approved by the NCA-HLC.
- B. Design and implement a dual diploma that includes the seals of both the PNC and BC on the same transcript, until such time as the PNC achieves accreditation as approved by the NCA-HLC.
- C. Provide dually-enrolled students access to BC's online /virtual library services.
- E. Allow the PNC to offer cross-listed courses at the PNC location and by electronic format originating at BC so that students at PNC can complete all degree requirements at the PNC location subject to the requirements of NCA-HLC Accreditation.
- F. Recognize and accept the PNC associate degree programs which have been submitted to the regular curriculum review process at BC for approval of degrees.
- G. Utilize BC approved software and hardware systems for enrolling and admitting students to programs and courses under this agreement.

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- H. Recognize that all BC employees and faculty who work within the boundaries of the Pawnee Nation are subject to the laws and jurisdiction of the Pawnee Nation court while on the Pawnee Nation Reserve.
  - I. Define tuition and fees on an annual basis for dually-enrolled students taking cross-listed courses.  
For the 2010-2011 academic year, tuition shall be set at \$125 per credit hour and fees shall be set at \$150.00 per semester (Fall, Spring, Summer). Books are not included in tuition or fees.
  - J. Define faculty compensation rates on an annual basis for all cross-listed courses offered to dually-enrolled students.
  - K. Courses will be mutually determined by BC and PNC at least three (3) months prior to the next semester in accordance with enrollment needs of students attending the PNC. (This provision shall be in force as of Spring 2011).
  - L. Define revenue sharing according to the following formula:
    - a. PNC receives 50% of all cross-listed tuition and fees (less faculty compensation paid by PNC (less PNC scholarship provided to PNC students covered by this agreement) collected for dually-enrolled students.
    - b. BC receives 50% of all cross-listed tuition and fees (less faculty compensation paid by BC collected for dually-enrolled students).
- See Appendix 1 of this document for examples of revenue sharing.

#### Article 5. Standard Provisions

- A. Each party shall retain complete control and jurisdiction over their own programs that are outside of this agreement, and nothing in the execution of this agreement or in its performance shall be construed to imply or establish a joint venture of the parties.
- B. The parties agree that they will not discriminate against any employee or applicant due to race, color, religion, sex, national origin, sexual orientation, and in this regard, they will comply with all appropriate and applicable federal employment laws, Pawnee Nation College employment laws, rules, regulations, and policies, including the Americans with Disabilities Act and Native American preferential hiring.
- C. The term of this agreement will begin upon the signing of signatures by the parties and shall remain in effect until such time as the PNC attains candidacy status with the North Central Association of Colleges and Schools' Higher Learning Commission. At such a time, PNC will notify BC within thirty (30) days and the agreement will terminate at the end of the current semester. Upon such notice the agreement will be renegotiated to reflect the changes in PNC's Accreditation status.
- D. Upon completion of the agreement, all equipment and /or furnishings purchased by PNC shall be retained by PNC, and, all equipment and /or furnishings purchased by BC shall be retained by BC.
- E. It is the intent of each party to establish and nurture a successful and transparent relationship, to maintain open communications, and to cooperate fully with one another for the benefit of all the students that each institution serves. However, should a dispute arise under this agreement which cannot be resolved by the parties, the following procedures for resolution shall apply: Any dispute not able to be resolved among the parties will be submitted to a single mediator to be jointly agreed upon by parties.
  - 1. The cost of mediation, including the parties' attorney fees, may be shared equally, according to the good faith effort of each party to reach a settlement.
  - 2. If mediation is unsuccessful then either party may demand binding arbitration.
- F. BC faculty and staff shall not be considered as employees of PNC. PNC faculty and staff shall not be considered as employees of BC. The faculty and staff of one party shall not be entitled to employee benefits normally provided to the faculty and staff of the other party.
- G. "Materials" shall mean recorded information, regardless of form or any medium in which recorded.

- H. PNC agrees to indemnify and hold harmless BC from all injuries to persons or property caused by acts or omissions of the PNC arising out of the PNC's activities under this agreement. BC agrees to indemnify and hold harmless the PNC from all injuries to persons or property caused by acts or omissions of BC arising out of BC's activities under this agreement. In the event of concurrent liability, the parties shall have the right of contribution from each other. This indemnification provision shall survive termination of the agreement and remain in effect.
- I. This document contains the entire agreement between the parties and may not be modified, amended, altered, or extended except through a written amendment agreed to by the parties.
  - 1. This articulation agreement will be reviewed annually to update the courses eligible for cross-listing and dual enrollment and to refine any procedures necessary to the efficient implementation and maintenance of this agreement.

#### **Article 6. Cross-Listed Courses Subject to Dual Enrollment**

- A. Courses identified in Appendix 2 of this document are approved for the Fall 2010 semester for cross-listing and dual-enrollment as part of this agreement. Eligible courses dual-enrollment and cross-listing for the Spring 2011 semester will be identified and included as an amendment to this agreement no later than October 31, 2010.

#### **Article 7. Student Support Services Provided by BC and PNC and Student Access to These Services**

The services listed below are those services provided to PNC and BC students dually-enrolled in the cross-listed courses identified in this agreement.

- 1. Onsite ACT Residual and Asset Testing Available at Both Locations
- 2. Online and Onsite Tutoring Available at Both Locations
- 3. Access to BC's Library's Online Databases and PNC's AIHEC Online Databases
- 4. Access to BC's Library at its Campus in Muskogee
- 5. PNC and BC On-Site Access to Textbook Delivery at Both Locations
- 6. PNC and BC Career Counseling On-Site at Both Locations
- 7. Online Access to Financial Aid Awards
- 8. Online Access to Student Billing Statements
- 9. Online Access to Course Attendance Data
- 10. PNC and BC Student Counseling Services On-Site at Both Locations
- 11. PNC Access to Onsite Fitness Center
- 12. PNC and BC On-Site and Online/Videoconferencing Course Instruction
- 13. Online Access to Course Schedule
- 14. PNC and BC Onsite Student Lounges
- 15. Access to BC's Student Life Activities
- 16. PNC and BC Onsite WiFi Access

#### **Article 8. Periodic Review Process by BC Faculty and Administration of Course Content, Rigor, Quality, and Faculty Qualifications**

##### **1. Course Approval**

All courses taught by PNC for cross-listing and dual enrollment purposes are reviewed for possible approval by the BC Academic Affairs Council prior to the semester in which the courses are to be taught. Identifying appropriate course content (including syllabi), faculty credentials, and evaluation and assessment procedures are part of this periodic review.

##### **2. Recruitment of Adjunct Faculty**

In order to maintain the quality of instruction necessary to fulfill the educational mission of the college, the BC Executive Vice President and Dean of Faculty (EVPDF) and Dean or Division Chair, in conjunction with the PNC administration's recommendations, will seek persons to fill adjunct



positions meeting or exceeding the minimum criteria for the rank of Instructor. The BC EVPDF will then recommend to the BC President whether or not to offer an employment agreement. The appointment of adjunct faculty is subject to adequate enrollment in the adjunct faculty member's course.

### **3. Adjunct Faculty Evaluation**

Instructional evaluation is meant to encourage and assist all full-time and adjunct faculty members to develop and perform to the best of their ability. The overall evaluation of faculty members is conducted each academic term by one or both of the following methods:

#### **a. Online Student Course Evaluation Surveys**

The BC College's faculty have developed and approved a Student Course Evaluation Survey that students access online and rate the quality of their learning experience in a particular class. In addition, PNC has created a classroom evaluation survey as well. These surveys are conducted each semester with each respective faculty member receiving an analysis of the students' responses within a timely manner; usually within the semester the surveys are given. The analyses include comparisons of the students' responses in each of the survey items to other courses taught at BC and/or PNC. BC Deans/Division chairs and the PNC administration use this information in helping to determine if the adjunct faculty member is to be asked to teach again and how BC and/or PNC can assist the adjunct in improving his or her instruction.

#### **b. Classroom Observation**

The EVPDF and/or the appropriate Dean/Division Chair and/or the PNC administration shall observe an adjunct faculty member in the classroom during a class session. This observation is meant to obtain firsthand information regarding that faculty member's teaching effectiveness in an academic or classroom setting. The specific class and time for this observation is usually decided on, in advance, by agreement between the specific observer and the adjunct faculty member; although, advance notice is not required. The results of this observation are done in writing, a copy of which is forwarded to the instructor.

### **Article 9. Advertising and Student Recruitment**

Student recruitment into courses that are cross-listed and eligible for dual enrollment is carried out through joint activities by PNC and BC including the creation of brochures and other informational recruitment materials, sending recruiters to appropriate events and locations such as powwows, high school, College Fairs, etc., and provide information to interested individuals on each institution's website. BC's Assistant Vice President for Enrollment Management routinely coordinates recruitment activity with PNC's President and staff for these courses.

### **Article 10. Admissions Processing of Dual-Enrolled Students**

Admissions to cross-listed, dual-enrolled courses is on a rolling admissions basis. The PNC Director of Admissions submits applicants to BC's Director of Admissions for approval and enrollment into these courses. BC then follows its standard enrollment procedures in processing these applications. Students accepted into these courses are sent a Letter of Acceptance issued jointly by BC and PNC and issued an official Schedule of Enrolled Courses.

### **Article 11. Awarding of Course Credit**

Students successfully completing the requirements for courses that are cross-listed and eligible for dual enrollment are sent a BC Grade Report identifying the grade received in the course(s). The appropriate amount of academic course credit(s) is then transcribed by BC and PNC on an official document bearing the seals of BC and PNC.

**Article 12. Articulation Agreement Liaison**

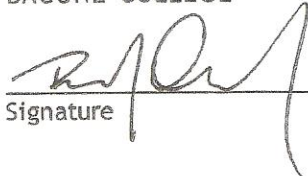
Each institution will appoint a liaison(s) to represent his/her institution to the other institution in order to facilitate good communication and coordination in carrying out the provisions identified in this agreement. The individuals appointed to serve as BC's liaisons are Dr. Dusty Delso, Assistant Vice President for Enrollment Management and Dr. Pete Coser, Assistant Vice President for the Center for American Indians. Ms. Staci Glyckherr, Director of Admissions, will serve as the liaison from PNC.

**Article 13. Board of Trustee Representative**

Each institution will appoint a representative from its board to serve in an ex officio capacity to the other institution's governing board. These representatives will be identified by both institutions in the fall of 2010.

IN WITNESS WHEREOF, the parties have executed this agreement on this \_\_\_\_ day of \_\_\_\_\_.

BACONE COLLEGE

  
Signature \_\_\_\_\_ Date 7.12.10

Dr. Robert Duncan  
Printed or Typed Name of Signatory

President  
Title

BACONE Mailing Address:

2299 Old Bacone Road  
Muskogee, OK 74403

Contact: Dr. Duncan, (918) 683-4581

PAWNEE NATION COLLEGE

  
Signature \_\_\_\_\_ Date 7/23/10

Dr. Todd Fuller  
Printed or Typed Name of Signatory

President  
Title

COLLEGE Mailing Address:

861 Little Dee Drive  
Pawnee, OK 74058

Contact: Dr. Todd Fuller, (918) 762-3343

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## Appendix 1: Examples of Revenue Sharing

Revenue Share Examples that provide illustrations that are not binding:

1. PNC Faculty teaching 5 students taking 3 credit hours.
2. PNC Faculty teaching 5 students taking 3 credit hours and providing \$150 PNC Scholarship per student.

\$125.00	PER CR HOUR
<u>3</u>	MULTIPLY BY NUMER OF CREDITS
\$375.00	TUITION
<u>\$150.00</u>	FEE
\$525.00	TUITION & FEE PER STUDENT
<u>5</u>	MULTIPLY BY NUMBER OF STUDENTS
\$2,625.00	GROSS TUITION & FEES
<u>\$500.00</u>	LESS ADJUNCT RATE
\$2,125.00	NET REVENUE
\$1,062.50	PNC 50% Net Revenue share
<u>\$500.00</u>	PLUS PNC Faculty Adjunct Compensation
\$1,562.50	PNC Net + Faculty
	PER CR HOUR
\$1,062.50	MULTIPLY BY NUMER OF CREDITS

\$125.00	PER CR HOUR
<u>3</u>	MULTIPLY BY NUMER OF CREDITS
\$375.00	TUITION
<u>\$150.00</u>	FEE
\$525.00	TUITION & FEE PER STUDENT
<u>5</u>	MULTIPLY BY NUMBER OF STUDENTS
\$2,625.00	GROSS TUITION & FEES
<u>\$500.00</u>	LESS ADJUNCT RATE
\$2,125.00	NET REVENUE
\$1,062.50	PNC 50% Net Revenue share
<u>\$500.00</u>	PLUS PNC Faculty Adjunct Compensation
\$1,562.50	PNC Net + Faculty
\$150.00	PNC SCHOLARSHIP
<u>5</u>	MULTIPLY BY NUMBER OF STUDENTS
\$750.00	TOTAL SCHOLARSHIP
\$1,562.50	
<u>\$750.00</u>	LESS TOTAL SCHOLARSHIP
\$812.50	PNC Net + Faculty – Scholarship
\$1,062.50	BC 50% Net Revenue share



## Appendix 2: PNC - BC Articulated Courses for Fall 2010

Institution	Course Code	Course Title	Cr. Hrs.
Pawnee Nation College	AIS 1113	Intro to Sovereignty & Tribal Gov'ts	3
Pawnee Nation College	AIS 1122	American Indian Mythologies	2
Pawnee Nation College	AIS 1124	Pawnee Language I	4
Pawnee Nation College	AIS 1313	Principles of Econ Dev	3
Pawnee Nation College	AIS 1713	Principles of Management Techniques	3
Pawnee Nation College	AIS 2213	Fundraising & Grant Writing	3
Pawnee Nation College	AIS 2443	American Indian Studies	3
Pawnee Nation College	AIS 2513	American Indian Religion	3
Pawnee Nation College	AIS 2623	Pawnee Cultural Studies & History	3
Bacone College	BIO 1114	Human Biology	4
Bacone College	BIO 1114L	Human Biology Lab	0
Bacone College	ENG 0113	Intro to College Writing	3
Bacone College	ENG 1113	English Composition I	3
Bacone College	ENG 1213	English Composition II	3
Bacone College	LIT 2113	World Lit I	3
Bacone College	MTH 0113	Elementary Algebra	3
Bacone College	MTH 0123	Intermediate Algebra	3
Bacone College	MTH 1513	College Algebra	3
Bacone College	MIS 2113	Intro to Microcomputers	3
Pawnee Nation College	ORNT 1101	Strategies for Academic Success	1
Pawnee Nation College	PSC 2013	American Government	3
Pawnee Nation College	PSY 1113	Introduction to Psychology	3
Bacone College	REA 0113	Introduction to Reading	3
Bacone College	REA 0123	College Reading Improvement	3
Bacone College	REA 1213	Advanced Reading	3
Bacone College	REL 2253	World Religions	3
Pawnee Nation College	SCI 0124	Concepts of Science	4
Pawnee Nation College	SCI 0124L	Concepts of Science Lab	0
Bacone College	SPC 1713	Speaking & Thinking Critically	3

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